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**BANKRUPTCY — PROPERTY PASSING TO TRUSTEE — RIGHT OF ACTION FOR FRAUD CAUSING DAMAGE TO PROPERTY.** — The plaintiff in an action of tort for fraudulent representations inducing him to buy bonds at prices greater than their value was adjudicated a bankrupt. *Held*, that the right of action passed to the trustee in bankruptcy. *In re Gay*, 182 Fed. 260 (Dist. Ct., D. Mass.). See *NOTES*, p. 396.

**BILLS AND NOTES — CERTAINTY OF AMOUNT — MARGINAL FIGURES.** — A made a note with no sum named in the body, but with the figures £50 in the upper left-hand corner. *Held*, that this is a valid promissory note for fifty pounds. *Heeney v. Addy*, [1910] 2 I. R. 688.

From the irregular form of the note it is doubtful whether any blank for the amount was left in the body of it. If not, it seems easy to say that the figures are intended to be the sole expression of the amount, and that there is a clear promise to pay that sum. *Hubert v. Grady*, 59 Tex. 502; *Strickland v. Holbrooke*, 75 Cal. 268. If a blank has been left there is an omission of an essential part of the note, and the marginal figures are allowed to supply it. Some jurisdictions in the United States allow this. *Witely v. Michigan Mutual Life Insurance Co.*, 24 N. E. 141 (Ind.); *Ives v. The Farmers' Bank*, 84 Mass. 236. Others do not. *Norwich Bank v. Hyde*, 13 Conn. 279; *Hollen v. Davis*, 59 Ia. 444. The plaintiff could undoubtedly fill in for the fifty pounds, and recover. See *BRANNAN*, NEG. INST. LAW, § 14; *Chestnut v. Chestnut*, 104 Va. 539. And even if he filled in a greater amount a *bonâ fide* purchaser from him could recover for that. *Garrard v. Lewis*, 10 Q. B. D. 30. The note is practically drawn in blank as to the sum payable, and if the plaintiff is willing to accept the marginal figures as such there is nothing to be gained by insisting that he write in the amount.

**BILLS AND NOTES — INDORSEMENT — INDORSEMENT UNDER ASSUMED NAME.** — The defendant received a letter purporting to be from A, requesting a discount on certain vouchers. The letter was in fact written by B and the vouchers forged. The defendant, however, made out the check to A and sent it to the address given. It was received by B, indorsed by him in A's name, and cashed at the plaintiff bank. *Held*, that the bank is not liable. *Mercantile National Bank v. Silverman*, 44 N. Y. L. J. 1449 (N. Y., Sup. Ct.).

In a transaction by letter, where one party is intending to transfer title and the other is acting under an assumed name, the transferor has in fact two intentions, one to pass title to the writer of the letter and the other to pass title to the person who bears the name assumed. That he is not conscious of the composite nature of his intent does not alter the facts of the case. The primary intent, however, seems to be to pass title to the person whose name is assumed; for the transferor had no suspicion of the fraud, and made the advance on the strength of the name. *Cunday v. Lindsay*, 3 App. Cas. 459. If this is true, the impostor had no title to the check and could not indorse it to the bank. *Palm v. Watt*, 7 Hun (N. Y.) 317. It may be, however, that the defendant's negligence in the principal case should preclude him from recovery.

**CONSTITUTIONAL LAW — PERSONAL RIGHTS: CIVIL, POLITICAL, AND RELIGIOUS — GRANDFATHER CLAUSES.** — A Maryland statute provided that the following persons should be entitled to registration as voters in municipal elections: (1) taxpayers assessed for at least \$500, (2) naturalized citizens, (3) their children, (4) citizens who prior to 1868 were entitled to vote in any of the United States, (5) their lawful descendants. *Held*, that the statute is contrary to the Fifteenth Amendment. *Anderson v. Myers*, 182 Fed. 223 (Circ. Ct., D. Md.).

An amendment to the Oklahoma Constitution provided that no person

should be registered as an elector of that state unless able to read and write; but that no person who was on or before January 1, 1866, entitled to vote under any form of government, or who at that time resided in some foreign nation, and no lineal descendant of such person should be denied the right to register and vote because of such illiteracy. *Held*, that the provision is not contrary to the Fifteenth Amendment. *Atwater v. Hasselt*, 111 Pac. 802 (Okla.). See NOTES, p. 388.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — INVOLUNTARY SERVITUDE. — An Alabama statute provided that any person who, with intent to defraud his employer, obtained advances on a contract of personal service and failed without good cause to repay or to perform such service should be punished by fine; and the failure to repay or to perform was made *prima facie* evidence of such fraudulent intent. The statute was attacked as violating the Thirteenth Amendment to the federal Constitution and the legislation thereunder. *Held*, that it is unconstitutional. *Bailey v. Alabama*, U. S. Sup. Ct., Jan. 3, 1911. See NOTES, p. 391.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — LIMITATION OF CAMPAIGN EXPENSES AS AFFECTING CANDIDATES' RIGHT OF FREE SPEECH. — A primary election law provided that no candidate for nomination to office should expend more than fifteen per cent of the salary of the office on campaign expenses. Suit was brought against the Secretary of State to restrain him from certifying the names of candidates, on the ground that the statute was unconstitutional and void, in that it violated the right of free speech. *Held*, that the statute is constitutional. *Adams v. Lansdon*, 110 Pac. 280 (Idaho).

A limitation of campaign expenses, in so far as it interferes with a candidate's expressing his views, impairs his right of freedom of speech and publication, since anything making the exercise of a right less convenient or effective impairs it. *Cf. Ex parte Harrison*, 212 Mo. 88. The sovereign, like any employer, must necessarily be able to impose conditions on an employment, even though such conditions preclude the exercise of rights guaranteed by the Constitution. *McAuliffe v. New Bedford*, 155 Mass. 216. Yet this principle is not applicable to a candidate for office who has not yet become an employee. It has been stated that the right of freedom of speech enables one to publish anything if not blasphemous, seditious, obscene, or defamatory. *Ex parte Harrison, supra*. Such a rule, however, overlooks the right of a state, within its police power, to pass laws incidentally affecting rights guaranteed by the Constitution. *State v. Bair*, 92 Ia. 28; *Anderson v. State*, 96 N. W. 149 (Neb.). It is within the police power to impose conditions on the carrying on of certain forms of business where the public welfare is concerned. *State v. Bair, supra*. A condition on being a candidate for office is equally intended for the public welfare, and seems properly included within the scope of the expansive police power.

CONSTITUTIONAL LAW — PRIVILEGES AND IMMUNITIES: CLASS LEGISLATION — CLASSIFICATION ON BASIS OF WEALTH. — A statute, designed to protect poor immigrants from fraud, forbade private persons to engage in receiving deposits of money for safe-keeping or transmission without a license. Bankers whose average deposits per client for the preceding year were not less than \$500, and those who should give a bond for \$100,000 were exempted. It was attacked as unconstitutional on the ground of unjust and unequal classification. *Held*, that the objection is sound. *Lee v. O'Malley*, 69 N. Y. Misc. 215 (Sup. Ct.). *Held*, that the statute is constitutional. *Engel v. O'Malley*, U. S. Sup. Ct., Jan. 3, 1911.

Of the two decisions that of the United States Supreme Court seems clearly the better. In matters of classification the initial presumption ought always